

Certificated CBA Changes

Section 2: Anti-Bias and Nondiscrimination

The District and the Association agree that Tacoma Public Schools supports all dimension of human differences, including, but not limited to, culture, race, language, ability, learning styles, ethnicity, family structure, religion, sexual orientation, gender, gender identity, age, and socioeconomic differences.

Section 10: Dues Deduction /Section 11: Representation Fee

Adjusted to meet new federal laws related to the Supreme Court decision in the Janus case.

Section 21 – Salary Guides

- A. Base salary: 2019-2020 School Year: The base salary schedule, while maintaining the current index, shall be \$52,730.
2019-20: Each cell of the salary schedule shall be increased from the 2018-19 salary schedule by the IPD, plus 1%.
2020-2021: Each cell of the salary schedule shall be increased by the IPD, plus 1.5%
2021-2022: Each cell of the salary schedule shall be increased by the IPD, plus 3%
- B. Professional Responsibility Stipend: As an incentive to provide the additional services required outside of the base contract and supplemental work days, the District will provide a Professional Responsibility Stipend to all certificated staff members in the Tacoma School District. The Professional Responsibility Stipend will be equal to 4.5% of the employee’s placement on the base salary schedule.
- C. PRS Days are self-directed.
- D. Junior Reserve Officer Training Corp (JROTC) Instructor Compensation: The base salary will be based on the instructor’s current US Minimum Instructor Pay (MIP). JROTC Instructors shall also be paid a Professional Responsibility Stipend which shall be the annual MIP multiplied by 4.5% base rate as negotiated by TEA and will be paid out via stipend, with equal allocations each pay date for the school year.
- E. ESA National Certification Stipend: All documentation must be up to date and submitted by December 31st.
- H. Once per semester, staff participating in evening conferences will be granted flex time on the Friday of conference week.

Section 22: Certificated Years of Experience Eligibility Criteria for Salary Schedule Placement

8.a – All Educational Staff Associations (ESAs) shall be placed upon the salary schedule based upon total years of verified professional experience in their area of hire. Years of verified

experience that required professional certification, whether in the public sector or in private practice, shall be honored on a one-for-one basis.

Section 23: Insurance Benefits

All current contract language remains and this memorandum of understanding is in place:

The parties recognize that the State of Washington is requiring all school employees to participate in the School Employees Benefits Board (SEBB) program, effective January 1, 2020.

The parties agree to meet every 10 days beginning September 15, 2019 for the following purposes:

- Assess the transition into SEBB
- Consider additional benefit plans the district has traditionally offered to employees, such as group legal, tax sheltered annuity plans, AFLAC, and retirement plans
- Minimize and mitigate negative impacts on employees
- Work to reach solutions on identified challenges or impacts

These meetings will result in mutually agreed upon contract language for the life of the current Collective Bargain Agreement (CBA).

Section 24: Extra Pay for Extra Work

- A. Upon recommendations by the SCDM team, the signature of the TEA building representative, and approval of the building administrator, discretionary building funds will be disbursed for eligible activities.
 - a. Curricular stipends are allowed for student learning-based activities at the elementary and secondary level.
 - b. At the secondary level, non-curricular clubs are allowed with the following guidelines for certificated pay:
 - i. A club supervisor may be paid a stipend provided that they are not participating in club activities and their role is only for the supervision and safety of students.
 - ii. A teacher may supervise a club on a volunteer basis at their discretion and if they wish to participate in non-curricular activities.
 - c. Stipends are not allowed for staff social activities.

- B. The following Extra Pay for Extra Work stipends are compensation for work assignments outside the professional work day.

When the following stipends are offered, minimum requirements are as follows:

<u>Minimum Stipend to Offer</u>	
HS Band Director	\$5,000
MS Band Director	\$2,500
HS Choral Director	\$3,000
MS Choral Director	\$1,500
HS Orchestra	\$3,000
MS Orchestra	\$1,500
ES Music evening performances	\$75.00 per performance
Elementary overnight camp	\$500.00

This chart of assignments shall be reviewed every three years to determine if the assignments are still necessary, or if new ones are required.

HS Band Directors will receive per diem pay when their bands accompany an athletic team participating in an extended season.

If a certificated staff is teaching at multiple levels, they will receive the stipend proportionate of their teaching assignment.

When an assignment is split between multiple individuals, the principal and SDCM may choose to split the stipend minimum between assignments.

Stipends for JROTC, ROTC, and Assessment Coordinators (including Advanced Placement) will be paid from non-building based budgets and rates will be determined by the responsible departments.

- C. There shall be three hourly rates of pay, calculated from the beginning combined salary (base + PRS at BA + 0, year 0).
- a. Presenter pay – 0.11% of the beginning combined salary.
 - b. Summer school, extended learning activities, and other assignments authorized for pay at an hourly rate – 0.09% of the beginning combined salary.
 - c. Workshop pay – 0.07% of the beginning combined salary

Section 31: Summer School

1. Summer school positions may be authorized by one of the following:
 - a. District supported summer school
 - b. Building-designed summer school
 - c. Jump Start/Transition
2. Application Process
 - a. Employees interested in applying for Summer School openings become candidates by applying through the District online system by the published

deadline. To fill openings under 1(a) above, qualified candidates will be considered by program administrators.

- b. Order of precedence for Building-designed summer school and Jump Start shall be as follows: open positions shall be offered to appropriate building grade level certificated staff first, followed by all building staff, and then Districtwide on the District online system.

Section 33: Leaves with Pay

B. Parental/Adoption Leave

- 1. An employee may choose to use paid sick leave and personal leave for the birth of a child. The employee may access up to 12 weeks using paid sick leave and/or Paid Family Medical Leave Act (PFMLA).
- 2. An employee who is legally adopting a minor child may access parental leave.

- E. Family Leave – Employees shall be granted a leave of absence with pay of not more than three days during the contract year to support members of their families.

If the need is such that additional leave is required, the employee may use their personal leave to address their family needs as described above.

- F. Personal Leave – The following conditions apply to personal leave:

- 3. The employee must report their absence to the District leave system.
- 4. 10% of staff may use leave to extend a holiday, vacation, or break period or during the first or last five days of the student school year with 30 days notice prior to the date requested. This will be approved by Human Resources on a first come first served basis and upon confirmation of the substitute coverage.
- 5. Leave may not be used for a job action (i.e. strike, protest, board meeting attendance).

- J. State Paid Family and Medical Leave – Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFMLA) under the Washington state Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. Tacoma Public Schools shall pay 37% of the payroll premium, and the employee will pay 63% of the premium as stipulated by the state. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFMLA leave. Employees will be allowed to supplement PFMLA benefits with accumulated sick leave in order to maintain compensation, at the employee's election, in accordance with all state and federal laws.

Section 35: Salary and Contract Provisions of Substitute Employees

A. Substitute Rates:

Substitute Position Type	Working less than 4 hours paid at 60% of daily sub rate	Working more than 450 hours in a contract year	Rates per day effective September 1, 2019	Retired Tacoma Teacher Rate per day effective September 1, 2019
Regular Substitute Assignment				
Substitute daily rate			\$160	\$170
Substitute daily rate	X		\$96	\$102
Substitute daily rate		X	\$175	\$185
Substitute daily rate	X	X	\$105	\$111
Hard-to-Fill Assignment				
Hard-to-Fill daily rate			\$175	\$185
Hard-to-Fill daily rate	X		\$105	\$111
Hard-to-Fill daily rate		X	\$190	\$200
Hard-to-Fill daily rate	X	X	\$114	\$120
Extended Day Facility Assignments				
Extended day facility daily rate			\$175	\$185
Extended day facility daily rate	X		\$105	\$111
Extended day facility daily rate		X	\$190	\$200
Extended day facility daily rate	X	X	\$114	\$120
Extended Day Facility Hard-to-Fill Assignment				
Extended day facility Hard-to-Fill daily rate			\$190	\$200
Extended day facility Hard-to-Fill daily rate	X		\$114	\$120
Extended day facility Hard-to-Fill daily rate		X	\$205	\$215
Extended day facility Hard-to-Fill daily rate	X	X	\$123	\$129

- c. Designation of hard-to-fill substitute positions will be made at the beginning of each semester. If additional schools need to be designated as hard-to-fill at other times, the District will bring the issue to Labor Management.

New Section 38: Administrative Observations

In order to provide district out-of-building administrators the opportunity to visit classrooms for non-evaluative purposes with the least interruption to the teaching process, the following guidelines are set forth:

- A. At least 24 hours notice will be given when the group exceeds 3 people
- B. No more than 5 people shall visit a classroom at one time.

Section 38: Materials Selection

- A. When available, hard copies will be provided to all classroom teachers, and others instructing from said materials. Access codes will be provided to all online materials. When individual student copies of materials are necessary, they will be provided.
- B. In cases in which no instructional materials exist or supplemental materials are needed, such materials may be selected in compliance with Regulation 2020 by individuals, grade level teams, or PLCs. Consideration for selection shall be based on level, readiness, and maturity of students.

Section 42: Professional Growth

- A. The District and Association shall meet at least quarterly, or at the written request of either party to discuss topics related to professional growth. Professional growth meetings will include the Association leadership and District leadership responsible for providing professional growth for educators.
- B. Professional Growth Hours
Each regularly-contracted full-time certificated employee shall be entitled to 35 professional growth hours (increased to 42 hours in the 2020-21 school year) as follows:
 - 2 District Guided Professional Growth days (14 hours)
 - 14 Optional Self-Selected Professional Growth hours
 - 7 Optional Technology Professional Growth hours
 - 7 Optional District hour (added in 2020-21)

In the 2019-20 school year, 14 hours will be designated as District Guided Professional Growth hours to be used throughout the course of the school year. Hours worked are paid at per diem rate, based on the employee's placement on the combined salary schedule (base + PRS)

Beginning in September 2020, 2 days (14 hours) of required District Guided Professional Growth will be provided to all certificated staff whether full-time or part-time and will be included in September in the published calendar with days to be determined annually by the District and Association. Days will be included as part of the base salary.

14 Optional Self-Selected Professional Growth hours pro-rated based on each individual's contracted FTE. Hours worked are paid at per diem rate, based on the employee's placement on the combined salary schedule (base + PRS).

7 Optional Technology Professional Growth hours prorated based on each individual's contracted FTE. Hours worked are paid at per diem rate, based on the employee's placement on the combined salary schedule (base + PRS).

In the 2020-21 school year, 7 hours will be designated as Optional District hours to be used throughout the course of the school year. The additional hours are contingent upon the District receiving funding from the state. Hours worked are paid at per diem rate, based on the employee's placement on the combined salary schedule (base + PRS).

Regular contracted employees who work less than full-time shall be entitled to full District-based hours and a prorated number of Optional Self-Selected and Technology Professional Growth-based hours.

1. District Guided Professional Growth Days:
 - a. 2 days of required District Guided Professional Growth shall be required and will be included in September in the published calendar with days to be determined annually by the District and Association. If an employee is unable to attend, make-ups will be provided, when possible, in September or October. The employee is responsible for the learning and implementation of the content.
 - b. Appropriate District Guided Professional Growth activities include, but are not limited to, the following:
 - i. Standards and curriculum implementation
 - ii. Instructional approaches as identified by the District instructional framework (CEL 5D+), District Content Frameworks, and Washington State Learning Standards
 - iii. Implementation of technology to enhance instruction
 - iv. Building and District improvement plans, and
 - v. District initiatives aligned to strategic goals.
 - c. The District will provide professional growth for all early childhood educators at planned intervals throughout the school year. The dates of such professional growth will be provided to Early Childhood Learning staff by September 15th of each school year with the option of additional courses being offered as needed throughout the year. If additional courses are offered, 5 work days prior notice will be given.
2. Optional Self-Selected Professional Growth Hours: 14 hours may be use for the following:
 - a. District offered professional growth
 - b. SCDM building approved professional growth
 - c. WEA clock hour classes
 - d. ESD offered course work aligned to District initiatives,
 - e. ESA licensure classes applying toward national or state licensure requirements

Exclusive of the list above, for employees wishing to attend courses offered by organizations or institutions outside of the District, the employee may request by completing an online form found on the District's Professional Growth website. This waiver must be submitted at least 10 days prior to the start date of the offering. Requests for waivers will be reviewed by the Curriculum and Instruction Department for alignment with the District's goals, the Strategic Plan, and Building and District improvement plans. Employees will be notified of approval or denial within 5 work days of the date the request was received.

3. Optional Technology Hours: 7 Technology Hours will be available for the implementation of technology to enhance instruction and overall effectiveness. The District and building will offer designated technology professional growth opportunities specifically for the use of these optional technology hours. The optional technology hours are contingent upon the approval of the Technology Levy.

C. Usage and Reporting: All optional Professional Growth hours must be submitted no later than 30 calendar days after they have been completed.

Section 43: K-12 Professional Learning Communities and Late Start

Definitions:

- Professional Learning Community (PLC): A PLC is a team of educators who meets regularly, shares expertise, analyzes data, and works collaboratively to improve teaching skills, and the academic performance of students. When applicable, a PLC focuses on collaboration around:
 1. What students are expected to learn
 2. How educators know if students have learned
 3. How we support students when students have not learned
 4. What needs to be done when students already know
- Late-start Day: a school day which starts [at least] one (1) hour later than the usual start time for students.

Purpose:

- To allow educators to work together to improve student learning and achievement.
- To allow educators to apply previous learning.
- To align instruction with the Tacoma School District's Strategic Plan, the building school improvement plan, and common agreements as determined by SCDM.

Beginning in the 2020–21 school year, one day a week shall be designated as a late-start day. The day of the week, excluding Mondays and Fridays, shall be negotiated by the District and the Association, within the parameters of Section 45. On late start days staff will report at the regular contract time. The one (1) hour period will be used as follows:

- Week one (1) of the month for building based for Professional Development
- Weeks two (2) and four (4) of the month for PLC teams
- Week three (3) of the month for individual classroom planning

In the event that a month contains a fifth late-start day, the content for that week will be determined by the building SCDM.

Based on building and/or District initiatives and common agreements, staff may select from a variety of PLC options which include grade level teams, content teams, whole child teams and specialist teams. Staff who do not share content or standards with others at their sites may collaborate in cross-building/job-alike PLCs, more than one PLC team may meet together.

PLC meetings are conducted at a location of the team’s choosing at a district site. The location is selected by the PLC team and submitted to the evaluator so that others may attend.

Minutes will be taken at each PLC reflecting members present and topics discussed. However, the District and the Association recognize that additional evidence may be needed as part of the evaluation process. Paperwork should neither unduly detract from the work of PLCs, nor should it create significant extra work for PLCs.

Administration, coaches, and other support staff assist in the facilitation process of PLCs in order to help develop staff member capacity.

Section 45: Calendar-Term of Employment

School Year Calendar: The calendar shall be established through negotiations between the District and Association. Staff and community input will be sought and used, along with state law, to inform the development of a series of 3 calendars one for each of the following 3 calendar years. The series will be voted on by staff by May 15th of each year.

Section 46: Non-Teaching Work Assignments

Non-teaching work assignments such as recordkeeping and due process paperwork shall be kept to a minimum so the certificated professional’s time can be dedicated to working with students directly. Employees concerned with excessive non-teaching work assignments will take their concerns to their principal, their Building Association Representative, and/or the Association. If necessary, these concerns will be addressed by Labor-Management.

Section 47: Professional Work Day Provisions

Itinerant teachers – In order for itinerant teachers to be most effective in their duties, it is agreed that their schedules shall include no less than 30 minutes for lunch, uninterrupted contractual planning time, and sufficient time for traveling from 1 assignment to another. Travel time includes the time it takes to exit one place of duty and arrive at the second place of due plus the 5 minutes of passing time.

School-wide Supervision: School-wide supervision, school activities, and control will be shared equitably by all staff members. The SCDM process shall be used to establish a procedure to insure equitable participation. Supervision schedules shall be submitted to the Association by October 15th annually, or more frequently in the event that any changes are made to the schedule.

Section 48: Planning Periods

- B. ESA personnel assigned to more than one location shall have planning time allocated proportionally to the time assigned to each school or program site, given that one plan period per day is a full 30 minutes.

Section 49: Staff protection

- L. Personal Information: The District shall not provide any personal information concerning employees, such as names, addresses, phone numbers, etc. to any person not required by law (including subpoenas and The Washington Public Records Act) or to any commercial or charitable organization without specific employee approval or Association agreement.

Section 50: Covering Classes

- B. Loss of Planning/Overloads

More than 15 minutes/less than 35 minutes	\$35
More than 35 minutes/less than 60 minutes	\$50
More than one hour/less than 90 minutes	\$70
More than 90 minutes/less than 3 hours	\$90
3 hours or more	Substitute Daily Rate

Section 51: Special Education

- A. Definition – the District and the Association recognize the right of each student to a Free and Appropriate Education (FAPE) in their Least Restrictive Educational setting. We recognize that every student is a general education student first; students with educational disabilities are entitled to specially designed instruction, related services, supports for school personnel, and appropriate educational accommodations and modifications, as determined by the results of an educational evaluation and the students educational program team.

- B. Practices
 - a. Tacoma Public Schools supports inclusive practices for students with disabilities, as determined by each student’s IEP team.
 - c. If a student is assigned an individual paraeducator or a nurse, per the terms of the IEP, the assigned professional shall not be considered to adjust the classroom student-teacher ratio unless and until that ratio exceeds 2:1.
- C. IEP and Evaluation Meetings – Any employee required to attend an IEP or evaluation meeting that occurs outside the regular work day shall be compensated at the per diem (base only). Members of an Evaluation or IEP Team shall be compensated for any meeting time that extends beyond their contracted work day.
- D. Case Management
 - a. Case managers are responsible for the provision of summative IEP information, such as the IEP at a Glance, for their caseload of Students with Disabilities to all staff with the responsibility to implement the provisions of the IEP.
 - b. Case managers shall coordinate IEP meetings to address changes to the IEP in response to the student’s needs.
 - c. Case managers shall coordinate scheduling of classes and/or services for the students on their caseloads.
 - d. Case managers maintain relevant student records related to IEPs, Progress Monitoring, and accommodations/modifications.

New Section: Co-Teaching

- A. Definition
 - a. Co-teaching is a practice in which two teachers lead a classroom, creating an inclusive setting where expertise is shared for the benefit of a diverse group of students. The two teachers involved include a classroom teacher paired with any certificated interventionist.
- B. Pre-requisites
 - a. Both instructors shall have leadership and take responsibility for all students within the classroom. One instructor is not to direct the other or use the other in the place of a para-educator. Instructional arrangements and methods must remain flexible and remain responsive to student learning needs.
 - b. The District shall provide adequate training and on-going coaching to support effective co-teaching partnerships.
 - c. Co-teaching pairs shall have opportunities for common plan time.
 - d. Co-teaching pairs must mutually establish class norms and procedures, both taking responsibility for the management and organization of the classroom. They will share a common classroom space while engaged in co-teaching.
 - e. Co-taught classrooms shall not exceed established class size limits by 20%. Target ratios should not exceed one student receiving supports for every two (2) typical peers.
- C. Responsibilities

- a. Both instructors are responsible for the learning of all students while engaged in a co-teaching arrangement.
- b. Both instructors are responsible for aligning to standards.
- c. School sites shall not use one member of a co-teaching pair as an emergency in-house substitute for another classroom.
- d. Both instructors shall be responsible to data collection, grading, progress reporting, and management for all students.
- e. Student IEPs shall be developed collaboratively, but are the responsibility of the Special Education Teacher.

Section 52: Student Discipline/Administrative Responsibility

- F. Special Education Discipline: ...This plan may include removal from school for specified and short amounts of time as part of the IEP, however, a student with disabilities may not be removed from school for discipline due to behaviors which are a manifestation of the student's disabilities. The appropriate school personnel or parent may request a new IEP meeting if either finds that the Behavior Intervention Plan is not satisfactory or in need of revision. In the absence of a specific IEP Behavior Intervention Plan or determination that the incident resulting in disciplinary action is a manifestation of the student's disability, all other items of this section will apply.

Section 53: Documentation of Incidents

Any incident which will adversely affect the status of a student shall be adequately documented in the appropriate district-wide system.

Section 61: Elementary Schools (Grades K-5)

Classes will be intentionally scheduled to increase equality between each class. Each school will utilize the previous grade-level team members' insights, interventionists' insights, and data when scheduling the next year's classes.

No regular class shall have more than 23 students per session in kindergarten, 26 students at grade 1 and 2, more than 27 students at grade 3, or more than 28 students at grade 4 and 5.

Beginning with the 2020-21 school year, no regular class shall have more than 22 students per session in kindergarten, 25 students at grade 1 and 2, more than 26 students at grade 3, or more than 28 students at grade 4 and 5.

Beginning in the 2020-21 school year, multi-age classrooms will not span more than two grades and will be no larger than 26 students in grades 4 and 5 and no more than 22 students in grades 1-3.

Elementary Specialists (Library, Music, and Physical Education)

- A. Elementary library, music, and physical education specialists will be allocated based on the identified need for planning period coverage, as determined by the number of building classrooms.

- B. In the case that specialist must be split between multiple buildings, principals will work with their level directors, and CAB specialist liaison to determine travel time, lunch location, and the building where planning time will occur.
- C. Full-time (1.0 FTE) elementary specialists will have the same amount of planning time and instructional minutes each week as a 1.0 FTE core teacher, minus passing and library shelving time.
- D. Elementary specialists will have 5-minute passing times between classes.
- E. Full-time (1.0 FTE) elementary librarian specialists will have 270 minutes of shelving time per week.
- F. Partial FTE allocation will be pro-rata for those employees working less than 1.0 (planning, library shelving, and before and after WAC time).

Section 64: General and Overload Provisions

If the maximum ratio is exceeded at any level, the following overload options apply:

- 1. Add certificated staff
- 2. Create additional sections
- 3. Pay as outlined below:
 - a. Middle and High School
 - i. 1-5 students over = 3 sub release days per semester OR \$500 stipend per semester
 - ii. 6+ students over = 4 sub release days per semester OR \$650 stipend per semester
 - b. Elementary School
 - i. 1-5 students over = 3 sub release days per trimester OR \$500 stipend per trimester
 - ii. 6+ students over = 4 sub release days per trimester OR \$650 stipend per trimester

Solutions must have final approval of the appropriate District level administrator. If neither 1 nor 2 above is implemented by the 5th working day after the submission of the class size form, the solution shall default to option 3 above.

Section 65: Special Education Teachers, ESAs, and Learning Specialists.

- A. Educational Staff Associates (ESA) includes physical therapists, occupational therapists, speech/language pathologists, psychologists, audiologists, school nurses, counselors, social workers, and guidance counselors.
- B. Special education students shall be assigned to special education teachers as follows:

Self-contained classes for students with significant educational needs, per IEP.

<u>Grade Level</u>	<u>Maximum Identified Students</u>	<u>Caseload Maximum</u>
Elementary (K-5)	10 students per session	14

Secondary (6-12)	12 students per session	15
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All self-contained DHH and TLC classes shall have at least a 0.875 FTE (7-hours daily) paraeducator. Self-contained classes for students with intensive cognitive and physical needs will have at least two paraeducators. Additional support may be added to address program-and student-specific needs.

If a student is assigned an individual paraeducator or a nurse, per the terms of the IEP, the assigned professional shall not be considered to adjust the classroom student-teacher ratio unless and until that ratio exceeds 2:1.

Learning Resource Teachers

<u>Grade Level</u>	<u>Maximum Identified Students</u>	<u>Caseload Maximum</u>
Elementary (K-5)	12 students per session	38
Secondary (6-12)	12 students per session	30

Pre-school Special Education Teachers

<u>Setting</u>	<u>Maximum number of Identified Students</u>	<u>Maximum number of peers</u>
Deaf and Hard-of-Hearing Preschool	8 students per day	2
Extended Day Preschool	8 students per day	4
Developmental Preschool	8 students per session	7* students per session

* Peer Inclusion Model teachers who elect to host an additional peer (total of 8 peers) will receive a \$250 classroom overload stipend per trimester.

Each Peer Inclusion Model preschool classroom shall have at least one 0.875 FTE (7hour daily) paraeducator. DHH and Extended Day Preschool classrooms shall have at least one 0.7313 FTE (6.5 hour daily, 2 Friday) paraeducator.

Special education teacher class load information shall be made available to the Association by October 15, February 15, and May 15, annually.

- C. Caseload limits for workgroups, including speech-language pathologists (SLPs), occupational therapists (OTs), physical therapists (PTs), school psychologists, social

workers, school counselors, nurses, and audiologists, will work in partnership with the Association and District to develop standards for fair and equitable delivery models. The individual workgroups shall contribute meaningful caseload language to develop ceiling caseloads by June 30, 2021.

- D. These lids may be exceeded with the recommendation of the special education teacher(s) in consultation with the building principal and designated program manager, the Association, and the approval of the Superintendent. Increases in staffing may be considered upon any of the above classrooms reaching articulated class size lids.

Special education class and ESA caseload information shall be made available to the Association by October 15, February 15 and May 15, annually.

E. English-Language Learner (EL) Caseloads

1. Elementary: Caseload for each 1.0 FTE EL certificated staff shall not exceed 85 students.
2. Secondary: For each EL certificated staff, class loads shall not exceed a weekly average of 99 students per day. Total EL caseloads may exceed 99 students due to unique student language and academic needs, but may not exceed 129 students.

- F. The District shall endeavor to maintain a pool of substitute paraeducators to serve students with disabilities. If there is no paraeducator substitute available and no other paraeducator assigned, or available to be assigned to the special education classroom for a second consecutive school day, the teacher shall be eligible for stipend of \$60.00, retroactive to the first day.

G. Deployment

1. The District shall allocate special education and ESA staffing on a fair and equitable basis, considering the degree of student need, degree of itinerancy, direct service responsibilities and total student load.
2. Any peer process supporting deployment shall be transparent and subject to review. The District agrees that any CAB deployment process shall honor staff privacy.

- H. Each full-time elementary school Learning Resource Center (LRC) teacher shall be allocated five (5) days per year, within the existing contract year, to assist with administrative tasks related to the Special Education Department. Part-time elementary LRC teachers will be provided with a pro-rata portion of days.

- I. At each comprehensive secondary school, the Special Education Department chair, or one other member of the Special Education Department, shall be provided one additional planning period per day to assist the department with administrative tasks related to the Special Education Department.

- J. A workload assistance pool in the amount of \$25,000 each year shall be provided to support OT, PT, SLP, and audiologists to address unusual workloads including an unusually high or complex number of IEPs. Requests for support shall be submitted to a Workload Relief Committee comprised of the Executive Director for Student Services and the TEA President or designee.
- K. Training provided to Basic Education staff will be offered to Special Education certificated staff, with modifications when appropriate.
- L. Testing
 - a. Special Education teachers will be assigned staff who will either substitute for them in their class or provide the accommodations required by the IEP's of those students taking state tests.
 - b. At least one (1) work day and one (1) optional day opportunity for obtaining the mandatory training in this Subsection and Subsection 3 will be provided. The District shall train and all Special Education teachers shall attend one of these trainings in the allowable accommodations for each test.
 - c. In addition, all appropriate Special Education staff shall participate in mandatory training on the allowable alternate assessments for Special Education students.
 - d. For those students requiring the portfolio method, regular data collection should serve as part of the portfolio requirement and additional staffing assistance for journaling will be provided as appropriate. The District will continue to offer Optional Day opportunities, with clock hours, so staff may collaborate on portfolio tasks.
 - e. For those students in a mixed grade level special education classroom that require an alternative test or performance testing, provision will be made so testing can be accomplished without negatively impacting students who are not testing.

Section 68 – Supplemental Contract

- G. School Psychologists: School psychologists may work up to ten (10) supplemental days at per diem, based on the employee's placement on the combined salary schedule (base + personal responsibility stipend), in support of their assignments annually. Supplemental days shall be prorated based on annual FTE. The days shall be scheduled in cooperation with the psychologist's supervisor and must be worked outside their normally scheduled work hours. School Psychologists will continue to ensure that Transfer Reviews for students are in place before the first day of school.
- H. School Nurses: School nurses may work up to ten (10) supplemental days at per diem (base only) in support of the development of health care plans and immunization work. The days shall be scheduled in cooperation with the nurse's supervisor and must be worked outside their normally scheduled work hours. Supplemental days shall be prorated based on annual FTE. Nurses will continue to ensure that Care Plans for students are in place before the first day of school.
- I. Special Education: All certificated Special Education staff exclusive of the staffing categories referenced above may work up to 3 supplemental days at per diem, (base only), in support of their assignments annually. The days shall be scheduled in

cooperation with the special education supervisor and must be worked outside their normally scheduled work hours.

Section 75: Observation and Evaluation Procedures

B. General Provisions:

2. Evaluator: Employees shall be notified by November 1 by the administration as to who is responsible for their evaluation. No documentation of student growth goal(s) will be required prior to November 1.
6. All unsatisfactory and basic evaluation ratings (levels 1 or 2) shall be explained in writing by the evaluator at the time of the final evaluation meeting. Employees with fewer than 5 years' experience will not be placed on probation based on a level 2 summative score.
8. Comprehensive Evaluation – the process shall be conducted once every 6 years.
9. Focused Evaluation – Non-provisional classroom teachers will be evaluated on the focused plan 5 out of 6 years unless the evaluator initiates a move to the comprehensive evaluation. This must be communicated to the employee and documented prior to December 15.
10. The score received on the selected criterion in a focused evaluation is the score assigned as the final summative score only if it is higher than the most recent comprehensive score.

C. Observation and Evaluation Forms:

5. The only required evaluation form is the summative score sheet, except in cases where the employee is on a plan of improvement/probation.

Section 78: School Year Assignments

- D. End of Year: Employees shall be notified of the final teaching assignments as soon as possible, but no later than the Friday before the last day of school. If a change is made subsequent to the final notice, employees, including District-deployed staff, affected by the change will be notified of the change and the reason as soon as possible.
- E. Fall: Staff reassigned after the 1st day of school will receive up to 2 days of release time for preparation. Staff unable to utilize release time shall be paid at per diem rate based on the employee's placement on the combined salary scheduled (base + PRS). The District will provide support for moving instructional supplies and materials.
- F. Semester: Staff experiencing changes of assignment, classroom, or subject area at semester will be advised of changes by January 15th.
- H. Every effort will be made to avoid requiring a secondary school teacher to teach more than 2 subject areas, more than 3 preparations, or any courses outside the area of endorsement, including online classes.
- I. District-deployed employees shall be notified of their assignments for the following school year by the Friday before the last day of school annually for the following school year. Adjustments necessary will be made by October 15th annually. The District will provide the Association with a quarterly report of FTE to caseload ratios for all District-deployed staff. Upon request, said report may be supplied more frequently.

Section 82: Displacement

- C. Both spring and fall displacements shall be determined by Washington State seniority, using certification and area of endorsement. The District will involuntarily transfer the least senior employee within the staffing category; provided, however, an employee will not be involuntarily transferred if another employee volunteers to transfer.
- D. No member shall be displaced more frequently than once in any 3 consecutive school years. Staff who are in their first 2 years of teaching shall be exempt from displacement.
- E. No member shall be displaced who is currently on a Plan of Improvement.
- F. Upon displacement, the District shall involuntarily transfer staff members to an appropriate placement. Displaced staff will retain the option to apply for other open positions.
- G. Written notification of displacement shall be provided to impacted staff prior to May 15th. Staff subject to displacement after May 15th shall receive written notice by June 30.
- H. Displaced employees have the right of return for a period of 12 months.

Office Professional and Professional Technical

Section 2 – Add to section: Anti-Bias and Nondiscrimination

The District and the Association agree that Tacoma Public Schools supports all dimensions of human differences, including, but not limited to, culture, race, language, ability, learning styles, ethnicity, family structure, religion, sexual orientation, gender, gender identity, age, and socioeconomic differences.

Section 4: Bargaining Unit Privileges/Section 5: Dues Deduction

Adjusted to meet new federal laws related to the Supreme Court decision in the Janus case.

Section 11 – Site-Centered Decision-Making

- A. School-based Office Professionals and Professional Technical employees have the rights to participate in their school’s site-centered decision-making (SCDM) team and process as established in Section 17 of the collective bargaining agreement in effect between the District and the Tacoma Education Association certificated unit.
- B. During the term of this agreement the District and representatives of TAEOP and TAPSTE shall implement a task force March 2020 to investigate the feasibility of developing a site-centered decision-making model for non-school district sites. In the event it is deemed feasible, SCMD will determine the issues appropriate to their site

Section 12 – Salary and Classifications

- A. The salary schedules are appended and fully incorporated herein. Detailed schedules may be found in Appendix I, OP Salary Schedule, and Appendix II, PT Salary Schedule.

Year 1 (2019-20):

- Year 1 will reflect the TA reached between the parties in September 2018

Year 2 (2020-21):

- State pass-through percentage amount for cost of living increases for educational employees (IPD) and 1.5 % applied to the salary schedule

Year 3 (2021-22):

- State pass-through percentage amount for cost of living increases for educational employees (IPD) and 3 % applied to the salary schedule

When a position has been posted for thirty (30) days and no qualified applicants have applied for the position, the position is deemed “hard-to-fill.” The position can then be advertised as having a one-time signing bonus of three and one-half percent (3.5%) of base salary in an amount up to \$34,000, provided that the employee remain employed with the District for a period of one (1) year.

After twenty-four (24) years of service to the Tacoma School District, an employee will receive a twenty-five (25) year two percent (2%) step increase.

After twenty-nine (29) years of service to the Tacoma School District, an employee will receive a thirty (30) year three percent (3%) step increase.

NP. EDUCATIONAL PROGRAM - Office Professionals who have a two (2) year associate degree ~~in the secretarial science field which has been approved by the Tacoma School District and the Association~~ will receive additional pay at twenty-nine cents (\$.29) per hour.

S. SUPPLEMENTAL CONDITIONS:

**** The salary schedule will be updated to include the addition of the OP-9 and PT-11 classifications. The percentage increase from OP-9 to OP-10 / PT-10-PT-11 will be a minimum of 5%, with both lanes receiving the same percentage, and to be negotiated by 11/30/2019.**

Section 13 – Work Year

- | | |
|------------------------|---------------|
| A. Years of service | Vacation days |
| Beginning with 6 years | 18 days |
- K. Elementary Office Coordinators shall have the equivalent of six ~~three (63)~~ optional days at the per diem rate of pay in order to assist with opening and closing of school ~~preparation~~. The days may be worked in one-half (1/2) or full day increments and shall be scheduled with the building principal.
- M. changed to allow all OP's and PT's to participate in waiver day activities (aka Data Days).

Section 14 – Work Day

G. Shift Pay

1. An employee who is regularly scheduled to a shift of which some or all hours fall between the hours of 5:00 p.m. and 5:00 a.m. shall receive a premium of two dollars ~~one dollar seventy five cents (\$2 1.75)~~

10. Shift Assignment – In the event that there is more than one employee in a program or department with the same job classification and description, any assignment to a second, third, split or irregular shift shall be made by seniority, with the most senior employee(s) selecting shift assignment.

J. Standby Pay

Any employee who is assigned to standby status will receive standby pay at the rate of thirty dollars ~~\$14 30~~ per day for each day on standby status. If called in from standby, the employee shall not receive standby pay but will receive callback pay.

L. Weekend Pay Premium:

Any employee who works his or her regular schedule over a weekend shall receive thirty dollars ~~fourteen dollars (\$14 30)~~ per day for each day worked on the weekend in addition to the employee's regular rate of pay.

O. Working Conditions (new section) (this is housekeeping items moved from subsection H)

The District shall take appropriate measures to ensure adequate air circulation in all work stations and sites which may be subjected to extreme heat during the summer months.

P. Hearings and Court Proceedings:

When an employee attends a hearing or court proceeding by District request or by subpoena for reason(s) directly related to his or her work on behalf of a District pupil, said employee will be compensated at the hourly rate for the required hours when such hearings occur on noncontract days or time. The employee must notify the Human Resources Office prior to the hearing or court proceeding to be eligible for payment.

16 – Professional Development

New subsection I – Mentoring

The District and TAEOP/TAPSPTTE shall establish a peer-mentoring program for those employees new to their job title. The purpose of this program shall be to assist in the development and orientation of employees.

Mentors shall be recruited and selected from among experienced colleagues for the specific job titles. Mentors and mentees will be matched by the District and TAEOP/TASPTE in consultation with the supervisor and the affected employees.

The role of the mentor is to be available to demonstrate effective procedures, processes, techniques/strategies, and systems. The mentor is the designated person to answer questions and provide referral resources for the employee.

Employees new to an assignment will be provided with an experienced colleague who can guide them through the process of learning the operation of school, District policies and procedures, office and school policies and procedures, and effective techniques for the specific position.

TAEOP/TASPTE representatives will meet with District representatives to discuss and determine the appropriate peer mentor and release time authorized to mentor employees. The mentor is expected to keep the mentorship confidential and not discuss any mentorship details with other District employees.

TAEOP/TASPTE representatives will meet with District representatives to discuss and determine any appropriate mentoring and release time necessary to assist employees who have been reassigned or are struggling in their current assignment.

The District and TAEOP/TASPTE will work with supervisors to provide opportunities for the mentoring activities to take place during the mentor's and the employee's normal workday.

Section 18 – Insurance Benefits

All current contract language will be kept and this memorandum of understanding is in place:

The parties recognize that the State of Washington is requiring all school employees to participate in the School Employees Benefits Board (SEBB) program, effective January 1, 2020.

The parties agree to meet every 10 days beginning September 15, 2019 for the following purposes:

- Assess the transition into SEBB
- Consider additional benefit plans the district has traditionally offered to employees, such as group legal, tax sheltered annuity plans, AFLAC, and retirement plans
- Minimize and mitigate negative impacts on employees
- Work to reach solutions on identified challenges or impacts

These meetings will result in mutually agreed upon contract language for the life of the current Collective Bargain Agreement (CBA).

Section 19 – Travel Allowance

- C. In most circumstances personal vehicle for District business is currently covered through the Washington State Risk Management Pool policy. In recognition that an insurance carrier may take issue with business use, association members, who average 400 miles or more per month, may request reimbursement for the additional cost associated with their policy for a business use rider/endorsement or commercial auto insurance. The district will reimburse based on paid receipts and not estimates up to \$50 per month.

The District and the Association will reassess the rate of reimbursement after one year.

Section 20 – Staff Protection

H – Vehicle Damage

5. Employees must submit the confirmation email from the respective law enforcement agency or provide the police report number on the claim form within thirty (30) days of the date of the incident. The formal police report must be submitted within sixty (60) days of the incident.

New K – Personal Information

The District shall not provide any personal information concerning employees, such as names, addresses, phone numbers, etc. to any person not required by law (including subpoenas and The Washington Public Records Act) or to any commercial or charitable organization without specific Employee approval or Association agreement.

New subsection – Lockdown / Shelter in Place notification

In the event of a Lockdown / Shelter in Place at a worksite itinerant staff will be notified.

New Section or subsection under Section 20 – Security Cameras

Security Cameras are intended as security devices for Tacoma Public Schools to deter potential malicious activities in and around school property. Any employee issue resulting from the use of surveillance cameras shall be handled in accordance with Section 27 (Cause). Notification of the District use of security cameras will be posted conspicuously at each District work site, effective on ratification.

Section 23 – School Building Office Overtime Relief Pool

- A. The District agrees to provide an allocation equivalent two (2) full-time qualified Office employees in each elementary school.
- B. The District agrees to staff elementary school health rooms for at least two (2) hours per day. – See MOU about changes to this after study.
- C. The District will fund an office overtime relief pool with \$125,000 in each contract year. This money shall be used to fund approved overtime (per Section 12 L.1) in school buildings. This pool shall be used in preparation for the upcoming year and is not to be accessed on Sundays or holidays. All overtime relief pool requests shall be submitted in a timely manner and requests shall not exceed the allowable pool funds. Any unused overtime relief pool funds shall be carried over to the next contract year.

Should there be any funds left in this pool at the expiration of the collective bargaining agreement, the balance will be distributed on a pro-rata basis to each Office Professional who is a current employee of the District as a one-time stipend. This stipend will be paid on the second pay period in October.

Section 25 – Job Descriptions

- A. A current file of all classified employee job descriptions for this bargaining unit shall be available to employees for their review on the Human Resources internal website, during the work day in the Human Resources Office. Every effort will be made to update job descriptions every seven (7) years. In addition, the District will supply to the Association a set of job descriptions for bargaining unit positions.
- B. A job description will be posted with advertised positions for vacancies in the bargaining unit.
- C. No bargaining unit member shall be required or asked to perform recess, lunchroom, crossing guard or bus supervision duties.
- D. If it is necessary to perform student supervision duties outside the workday, overtime will be approved provided the administrator is notified of the occurrence by email.

Section 26 – Evaluations

A, 2, b - Clarification of positions in bargaining units - when a clarification of bargaining unit is conducted for a position between the Professional-Technical Association or the Tacoma Association of Office Professionals and another bargaining unit within the District, the employee filling the bargaining unit position shall not be required to serve an additional probationary period.

B, - delete all

C, 4 – In the event that a supervisor anticipates an unsatisfactory or a lowered evaluation when compared to the previous year, the employee will be given an opportunity to discuss performance and discuss suggestions for improvement a minimum of ~~sixty (60)~~ ninety (90) calendar days prior to the formal completion of the evaluation process.

Section 28 – Classification Review Procedure

- A. An employee may initiate one (1) request for reclassification to the Human Resources Office by submitting a request for classification review on the District's classification questionnaire form at any time during the fiscal year.

Beginning in the last year of the agreement, the above language is replaced with the following: only the Association may initiate requests for up to four (4) individual job classifications for a total of four (4) classification reviews in any given year.

- C. The Compensation Analyst will compile the results of site visits and interviews and will recommend a classification level. The District has the option of reorganizing the work of the position to better reflect the original classification, if the Compensation Analyst recommends a new classification level. A detailed written notification of the District's decision on the classification review request shall be sent to the employee and the Association within forty (40) working days of receipt of classification questionnaire. This written notification shall include the classification tool scores. If a decision cannot be made within forty (40) working days of receipt, the District will notify the employee and the Association. Concerns about timelines will be heard by the Labor-Management Committee.
- H. The appeal review committee shall consist of a chair appointed by the Superintendent, three members of the Association appointed by the Association President and three administrators/supervisors appointed by the Assistant Superintendent of Human Resources, and a mutually agreed upon neutral third party as the seventh member. A representative of Human Resources shall be available to the appeal review committee to present the Department's decision. The employee, with Association representation, shall be present at the committee meeting. The committee will meet within twenty (20) working days from the time stamped receipt of the written notice of appeal. The decision making process will be that of simple majority and will be final. The written decision and rationale will be issued within seven (7) days of the meeting.

If the Association is not satisfied with the appeal review committee's decision, the Association reserves its right to negotiate the appropriate classification of a position for a successor Agreement or next fiscal year.

Section 29 – Position Openings

- D. The Association will be notified as soon as the District is aware that a position is going to be vacated. In the event a position will be left vacant the Association shall be notified of why the position will be left vacant within thirty (30) calendar days after the position has been vacated.
- G. ~~Pass/fail testing may only be required by the District to determine if the employee meets the stated minimum qualifications for the position. Provided, however, that written examinations and work samples may be included as part of the selection process for the finalists.~~ A practical exercise may be required by the District to identify specific skills required for the new position. In the event such a practical exercise may be required, applicants will be notified of what the practical exercise will entail at the time the interview is scheduled. Candidate will not be required to retake basic tests that they have successfully passed (i.e. Excel, Word, etc.)

Section 30 – Special Project Staffing

As needed, the District may create work teams for specific, time-limited, significant and complex projects, for instance implementing a major software system. In order to fulfill the staffing needs for such projects:

- A. At the beginning of a special project the District shall provide written notice of the purpose, ~~team members~~ and expected duration of the project, not to exceed twenty-four (24) months, to the Association. ~~and impacted employees.~~ If the project exceeds its projected completion date, the District may extend the duration of the project up to an additional twelve (12) months, if it provides the Associations and impacted employees written notice at least three (3) months prior to the original completion date. The District will communicate with the Association from inception to completion of the project about the following topics, but not limited to:
- Job duties;
 - Classification; and
 - Project progress.
- B. Special project team members are those individuals assigned to work on the designated project.
- a. Team members' regular position titles and pay classifications will remain the same during the project, unless a team member's position is reclassified. Job duties and responsibilities for assignments to the project team will be established consistent with the team members' current job descriptions and salary classifications and consistent with specific requirements provided for in the team responsibilities.

- b. Prior to special project team selection, the district shall notify association members, seeking individuals who would be interested in being part of the project team.
- c. The authorized work year for team members will be a twelve (12) month work schedule. In the event the employee is returning to a 10 month position, or to an FTE position that is less than the Special Project assignment, the District will make arrangements to ensure that the employee does not experience a negative impact to their pay/benefits through the end of the given fiscal year.

Section 31 – Displacement / Reduction in Force

E. 8. A member of the layoff pool will have preference for rehire over an external new applicant for a period of two (2) years from the effective date of the layoff.

Section 33 – General Leave Provisions

Leave entry in quarter hour (1 / 4) increments and removal of reference to TIP

Section 34 – Leaves with Pay

D – Family Leave

Employees shall be granted a leave of absence with pay of not more than three (3) days during a contract year to support members of their families. ~~Family illness leave applies when the health condition of a family member (defined below) is of a serious enough nature to require treatment, care or supervision by the employee.~~ Family member means an individual with any of the following relationships to the employee:

1. Spouse and parents thereof;
2. Sons and daughters and spouses thereof;
3. Parents and spouses thereof;
4. Brothers and sisters and spouses thereof;
5. Grandparents and grandchildren and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition ~~as defined by Sound Partnership Trust, or other governmental agency;~~ and
7. Any individual related by blood or residing within the employee’s household.

If the need is such that additional leave is required, the employee may use their personal sick leave (as of January 2003) or personal leave to address their family

illness needs as described above. ~~Additional documentation will be required from the employee.~~ Additionally, benefits of federal and state Family and Medical Leave laws may apply.

E – Personal Leave

Personal leave will be granted for up to two (2) days per year and is accumulative to a total of six (6) days. The following conditions apply to personal leave:

1. The employee must report their absence in accordance with departmental procedures.
2. Ten percent (10%) of staff may use leave ~~may not be used~~ to extend a holiday, vacation, or break period or during the first (1st) or last five (5) days of the student school year with thirty (30) days notice prior to the date requested. This will be approved by Human Resources on a first come first served basis and upon confirmation of substitute coverage as appropriate.
3. ~~Leave may not be used for a job action (e.g. strike, protest, board meeting attendance.) political purposes or en-masse meetings/activities.~~
4. When the absence is reported after 6:00AM on the same day the leave is to be used, the employee will make a good faith effort to contact the building/department directly.

New I – Paid Family Medical Leave (PFMLA – Washington)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. Tacoma Public Schools shall pay thirty-seven percent (37%) of the payroll premium, and the employee will pay sixty three percent (63%) of the premium as stipulated by the state. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave. Employees will be allowed to supplement PFML benefits with accumulated sick leave in order to maintain compensation, at the employee's election.

New J – Parental / Adoption Leave

1. An employee may choose to use paid sick leave and personal leave for the birth of a child. The employee may access up to twelve (12) weeks using paid sick leave and/or PFMLA. The benefits of the federal and state Family and Medical Leave Act also apply to childbirth.

2. An employee who is legally adopting a minor child may access parental leave. The leave shall commence as soon as the child has been placed in the care of the adopting parent(s). An employee may choose to use paid sick leave and personal leave before or after the actual adoption for up to six (6) weeks if the adoption occurs within the United States or up to eight (8) weeks if the adoption occurs outside the United States, up to the amount of his/her accrued paid leave.

MOU – Health Rooms

Staffing on health room study

Between the Tacoma Education Association and Tacoma Public Schools

The parties agree to open section 23, subsection B – Health room staffing, after the District has completed their study of staffing options for elementary and secondary health rooms.

This will open no later than 12/31/2019.